TOURIST AUTOMOBILE INSURANCE POLICY GENERAL CONDITIONS

Metropolitana Compania de Seguros, S. A. (hereinafter known as the Company), insures within the territorial limits of the Republic of Mexico on behalf of the person (hereinafter known as the Insured) whose name and address appear on the Declarations page of this policy, in accordance with the conditions of this policy and during the term specified, against those risks that appear with an insured amount, or that may appear with the indication of being covered in the Specification of Risks, that the vehicle or vehicles described may suffer or cause damage to third parties. The maximum limit of coverage that is offered by this policy is determined in the Specification of Risks and as such, the payments that the Company makes for one or more claims that arise from one of the risks insured under this policy can never exceed the amount specified for each section of said Specification of Risks.

The Company agrees that within the terms of the General Conditions, Exclusions, and Endorsements of this policy, the indemnities that the Company is obligated to pay to or on behalf of the Insured, shall be paid once the damage to the vehicle insured or to third parties has been determined and adjusted.

In witness thereof, Metropolitana Insurance Company, signs this policy in Mexico, D.F., but in the event that this policy were to be issued by an agent who has been duly authorized by the Company, it should be countersigned by the agent on the date that it was issued.

PRELIMINARY

We will provide the insurance you have selected in return for the premium due us and compliance with the terms, provisions and endorsements. Your coverages appear on the enclosed policy. The policy face sheet in addition to telling you which automobile you have elected to insure, tells you the policy period, the amount and the kinds of insurance you have selected. You may select one or more basic coverages or should you desire, one or more supplementary coverages.

PLEASE CONSIDER THE FOLLOWING CAREFULLY.

- 1. As used in the policy, "Insured" means any person driving the insured vehicle with the consent of the owners.
- 2. In order to present a claim that the company is obligated to indemnify under the terms of this policy, the accident must take place within the Republic of Mexico during the term of the policy.
- 3. This policy does not cover liabilities resulting from bodily injury or death to anyone while riding as a passenger within the insured automobile at the time of the accident.
- 4. Medical expenses covered under Section 5 of the Specification of Risks apply only to the occupants of the insured vehicle.
- 5. The cost of repair of the insured vehicle shall be based on the cost of labor in Mexico. The insured vehicle shall be considered a total loss at the discretion of the Company.
- 6. IN ORDER TO FILE A CLAIM UNDER THIS POLICY, THE LOSS MUST BE IMMEDIATELY REPORTED TO A COMPANY ADJUSTER IN PERSON BEFORE LEAVING THE MEXICAN REPUBLIC. THE ADJUSTER'S REPORT MUST BE MADE BEFORE YOU LEAVE THE REPUBLIC OF MEXICO.
- 7. Claims under Section 1 and 2 of this policy are subject to a deductible as specified in the Specification of Risks.
- 8. Risks covered by this policy are limited to only those risks that are described in the Specification of Risks. No other risks are covered.
- 9. Points 1) through 8) above are considered to form part of the text of this policy.

SPECIFICATION OF RISKS

SECTION 1. - WITH MANDATORY DEDUCTIBLE

- a) COLLISION, OVERTURN, AND GLASS BREAKAGE The material loss or damage sustained by the insured vehicle as a consequence of collision, overturn and/or glass breakage, under the coverage granted by this item. The company shall only pay for the damages and/or loss in excess of the mandatory deductible cited on the face of this policy by the insured, and shall be applicable to each section and/or item covered here under.
- b) TRANSPORTATION The material damage to the insured vehicle caused by: stranding, sinking, fire, explosion, collision, upset, or derailment of the transporting vehicle whether by land, air or water, falling into the water or on land during loading or unloading, or transshipment and to the insured's contribution in general average and salvage charges for which he may be held liable.
- c) TOWING CHARGES In the event of an accident covered within this policy, the company will pay for the towing of the vehicle within the limits of the Mexican Republic to the location which, at the sole discretion of the company, the vehicle can be repaired. Expenses to put the vehicle in a condition which will allow transport will be covered by the company. The maximum indemnity limit with respect to all towing expenses is \$500.00US converted to Mexican pesos.
- d) DEDUCTIBLE For section 1 a mandatory deductible for material damages to the vehicle exists per claim/accident for which the insured is accountable. Said amount is \$500.00 USCY per private passenger automobile and a minimum \$1,000.00 USCY for all other vehicles including but not limited to pick-ups, vans, recreational vehicles.

SECTION 2 -WITH MANDATORY DEDUCTIBLE

- a) TOTAL THEFT OF THE VEHICLE.- Total theft of the insured vehicle and damages and/or losses sustained during said theft. HOWEVER THEFT OR DAMAGE CAUSED DURING THEFT OF VIDEO, ELECTRONIC SOUND REPRODUCING EQUIPMENT OR TRANSCEIVING EQUIPMENT AND ITS COMPONENT PARTS IS SPECIFICALLY EXCLUDED. Pilferage is excluded.
- b) FIRE, LIGHTNING AND EXPLOSION. Material damage sustained by the insured vehicle as a direct of fire, lightning, and/or explosion.
- c) STRIKES, RIOTS, AND COMMOTION.- Material loss or damage to the insured vehicle by strikes, locked out workers, labor disturbances, riot, or civil commotion, or by action taken by legally recognized authorities to repress said acts. COVERAGE IS SPECIFICALLY EXCLUDED WITH RESPECT TO DAMAGE CAUSED BY ACTS OF VANDALISM.
- d) NATURAL DISASTERS Material loss or damage to the insured vehicle directly caused by cyclone, hurricane, hail, earthquake, volcanic eruption, avalanche, flood (overflowing lakes, rivers, or inlets, but SPECIFICALLY EXCLUDING SEA WATER AND OCEAN TIDES) land slides, rocks slide, or the collapse of buildings, structures, or similar objects, and the falling of trees and branches.
- e) DEDUCTIBLE for Section 2 a mandatory deductible exists per claim/accident for which the insured is accountable. Said amount is \$500.00 USCY per private passenger automobile and \$1,000.00 USCY per all other vehicles including but not limited to pick-ups, vans or recreational vehicles, applied separately.

CLAUSE 1. ADDITIONAL EQUIPMENT

Under the terms of Sections 1 and 2, coverage may also be granted with respect to any additional equipment that has been installed on the insured vehicle, boat or trailer. In such case, the value of the additional equipment will be added to the value of the insured vehicle, thus representing the contracted sum insured under the terms of this policy. For purposes of this contract, additional equipment refers to:

- a.) equipment which is not the vehicle manufacturers standard equipment such as painted or finished surfaces where the claim exceeds the cost of duplicating the vehicle manufacturer's standard surface finish.
- b.) video, electronic sound reproducing equipment or transceiving equipment and its component parts.
- c.) tires or wheels, which exceed the cost of repairing or replacing the vehicle manufacturer's standard equipment.
- d.) any engine, transmission or suspension parts or modification thereto, which exceeds the cost of repairing or replacing the manufacturers standard equipment.
- e.) placards, signs, advertising, radios, clocks, fog lights and search lights, exterior mirrors and any other special accessories

IF A LOSS INVOLVES ANY ADDITIONAL EQUIPMENT, WE WILL PAY NO MORE THAN AN AGGREGATE OF \$1,000.00US UNLESS YOU HAVE PURCHASED INCREASED LIMITS OFFERED SPECIFICALLY FOR ADDITIONAL EQUIPMENT ADDED TO YOUR VEHICLE AND PAID THE ADDITIONAL CORRESPONDING PREMIUM. THE ADDITIONAL EQUIPMENT LIABILITY LIMIT FOR EACH ACCIDENT AS STATED IN THE DECLARATIONS IS THE MAXIMUM WE WILL PAY FOR ALL DAMAGES TO ALL ADDITIONAL EQUIPMENT AS STATED ABOVE. THE PAYMENT OF LOSS FOR ADDITIONAL EQUIPMENT WILL BE SUBJECT TO PROOF AS TO THE EXISTENCE OF THE EQUIPMENT INSURED UNDER THE TERMS OF THE POLICY.

SECTION 3 - CIVIL LIABILITY FOR DAMAGE TO PROPERTY OF THIRD PARTIES

Property damage is covered as established by and applicable to legislation under the laws of the Republic of Mexico, without exceeding the amount stipulated on the face of the policy, incurred in by the insured or the person driving the vehicle with the insured 's consent, arising from claim/accident, caused by the use of the insured vehicle not owned or under care and custody to the insured, the driver, or members of their families, employees, or representatives. For purposes of this Section, property, which is in or on the insured vehicle, shall be considered property owned by the Insured. Consequential damage and loss are expressly excluded under this section. The Company's maximum liability under the terms of this coverage is specified in the policy schedule.

SECTION 4 - CIVIL LIABILITY FOR BODILY INJURY TO THIRD PARTIES EXCLUDING OCCUPANTS OF THE INSURED VEHICLE

Covers the Insured's Civil Liability, subject to applicable laws pertaining to Civil Liability in force in the Republic of Mexico, not to exceed the limits indicated on the declarations page of this policy, for damages caused by the insured or any operator to whom he has given permission to drive the insured vehicle, for bodily injuries to or death of third parties. DAMAGES ARISING OUT OF BODILY INJURIES TO OR DEATH OF OCCUPANTS OF THE VEHICLE ARE EXPRESSLY EXCLUDED UNDER THIS SECTION. FURTHER NO ASSISTANCE WILL BE GRANTED IN CONNECTION WITH OCCUPANTS OF THE VEHICLE WHO HAVE BEEN PICKED UP AS HITCH-HIKERS.

Without exceeding the insured amounts for this section on the face of the policy, the Company will be responsible for the following:

- a) Medical expenses involved in giving first aid.
- b) Medical and/or funeral expense incurred for third parties, other than occupants of the insured vehicle, who are injured by the insured vehicle.

- c) The insured's Civil legal liability for death or partial or total permanent disability or temporary disability pursuant to applicable laws in force in the Republic of Mexico.
- d) The civil liability of the insured or the driver for legal costs or expenses incurred by third parties other than occupants of the vehicle.

SECTION 5 - MEDICAL EXPENSES FOR OCCUPANTS

This section covers the payment of medical expenses in connection with hospitalization, medicalion, medical attention, nurses, ambulance service and funeral expenses, arising in connection with bodily injury sustained by any person occupying the vehicle, as a result of traffic accidents, while such individuals occupy a place within the vehicle designed for the transport of passengers. MEDICAL EXPENSES ARE SPECIFICALLY EXCLUDED FOR ANY PERSON RIDING IN AN OPEN BED OF A PICKUP TRUCK.

Coverage includes the following items:

- a) HOSPITALIZATION: hospital room and board and miscellaneous costs involved in hospitalization, physical therapy, drugs and medicine prescribed by an authorized physician.
- b) MEDICAL ATTENTION: medical services rendered by licensed medical service providers.
- c) NURSES: the cost of services provided by licensed nurses.
- d) AMBULANCE SERVICE: expenses incurred in connection with necessary ambulance services.
- e) FUNERAL EXPENSES: Funeral expenses are covered for up to an amount equal to 25% of the liability limit per person under the terms of this section or for an amount equal to the equivalent of \$2,000 USCY in Mexican pesos whichever is less. Such expenses will be reimbursed upon presentation of the corresponding invoices, which must comply with tax code regulations.

If, at the time of the accident, the number of occupants exceeds the maximum authorized capacity of the vehicle, the liability limit per person will be reduced proportionally to cover all those occupants involved. The company will pay for all services rendered under this section, up to the maximum insured sum per occupant. The company's liability will automatically cease upon disappearance of the effects of the injury either through recovery or death of the person, or else after a maximum period of 1 year from the date of the accident.

CLAUSE 2. BAIL BOND & LEGAL ASSISTANCE BENEFITS

For the purpose of this document, AUSA, a legal services provider, binds itself to provide the purchaser of the product with Legal Assistance Benefits as stated in Clause 2. AUSA will provide the services that are hereinafter defined and which have been agreed upon by both parties, as well as the maximum amounts stated in this document.

The policy is extended to cover:

- 1. The professional services of a specialized group of attorneys, 24 hours a day, 365 days a year, designed fundamentally to obtain the release of the driver and to process before the corresponding authorities the release of the insured vehicle, in the event of an automobile accident which causes property damage or bodily injury to third parties.
- 2. The payment of the premium of the bond or the cash deposit required by the Public Prosecutor (Ministerio Público) or competent legal authorities in order to obtain the provisional release of the driver. Including the payment of any other legally required disbursement, with the exception of the payment of fines or administrative penalties.
- 3. The professional services of a specialized group of attorneys designed to assist the Policyholder, their representative of the driver of the vehicle, in connection with the filing of criminal complaints in the event of the total theft of the insured vehicle and the procedures required for the return of the vehicle if it is located by the authorities.
- 4. If, as the result of an accident, the driver is subject to civil and/or criminal charges, the Company, through its specialized attorneys, will assume the defense, presenting all the favorable evidence and filing all the necessary petitions—including petitions for temporary restraining orders—until a final decision is handed down by the court. AUSA, a legal services provider, will absorb the fees and expenses incurred as a result of these procedures and for up to the amount of the sum insured applicable to this coverage.
- 5. If the insured and/or the driver, having purchased the coverage for guaranteed bail bond, returns to his/her place of origin without cooperating with the company by complying with the obligation to appear personally in response to citations or a subpoena issued by the authorities during a legal action brought against him/her by reason of a covered accident, all of the coverage of the policy shall become automatically null and void, terminating at that moment any obligation on the part of the company.

The coverage provided by AUSA will be subject to the following guidelines:

a. Coverage is granted for up to \$25,000 USCY with respect to the payment of all legal expenses, independently of the civil liability indemnity which may be covered and paid under the terms of the coverages with respect to Third Party Civil Liability for Property Damage and Bodily Injury.

- b. The professional legal services offered will be provided by the Company only through the group of attorneys which the Company has established for this purpose at the time of the loss. The foregoing notwithstanding, if for reasons relating to the distance involved and/or if it is impossible to contact the Company's attorneys at the location in question, the beneficiary, subject to prior authorization on the part of the Company, will be permitted to obtain the services of an independent attorney to aid in the defense, up to a limit equivalent to 60 days of the general minimum wage in force in the Federal District, converted to US currency, at the time of the accident. In this case the Company's Liability shall be limited to payment of said fees.
- c. With respect to the payment of the premium on the bond or cash deposit required by the Public Prosecutor (Ministerio Público) or the competent legal authorities, it is an indispensable requirement that the driver in question name the attorney appointed by the Company to serve as his defense counsel.
- d. In the event that, due to any circumstance or exclusion, the Third Party Civil Liability Coverage granted under the terms of the policy with respect to Property Damage or Bodily Injury is not applicable, in order for the Company to process the driver's release of the insured vehicle, the Policyholder or the driver must first guarantee payment of the damages and/or monetary sanctions to the authorities hearing the case for bail bond and legal assistance benefits under paragraphs 1, 2, 3 & 4 of Clause 2 (Bail Bond & Legal Assistance) to apply.
- e. Under Clause 2, if the beneficiary fails to comply with any of the obligations imposed by the authorities and, as a result, forfeits the bond. under such circumstances, the insured will also be under the obligation to reimburse the company for such amount, and the company will not be under the obligation to provide another bond, but will not thereby be released for its other obligations under the terms of this coverage.

CLAUSE 3. VEHICLE TOWING

If the automobile described on the face of the policy is immobilized and cannot continue moving by its own means, or cannot be repaired at the place of the accident, and upon request of the Beneficiary, the Company will organize and take under its responsibility to facilitate or reimburse a towing service in order to transport the vehicle to the nearest repair facility up to a maximum of \$250.00US. In every case of car towing, it is necessary that either the Beneficiary or his representative go with the tow-truck during the transportation. The beneficiary will be responsible for all the expenses, spare parts and fuel required for the repair of the vehicle. The Company does not assume any liability with respect to the quality or the results of the repairs. THIS COVERAGE DOES NOT APPLY TO VEHICLES OVER 1.5 TONS GROSS VEHICLE WEIGHT, EXCEPT FOR MOTOR HOMES OVER 1.5 TONS. Unless reinstated for additional premium, the benefit is limited to one loss during the policy period.

CLAUSE 4. SERVICE IN EVENT OF TOTAL THEFT OR LOSS OF THE VEHICLE

In the event of the theft or total loss of the insured vehicle, and if the vehicle is not recovered within a period of 72 hours, the Company will make all the necessary arrangements and will pay for the transport of the beneficiaries to their original destination or their home in the United States or Canada. The cost of this benefit shall not, under any circumstances, exceed that of a one-way economy class ticket from the city in which the vehicle was reported as having been stolen, to either of the aforementioned destinations. If the beneficiary decides to rent an automobile in order to reach their original destination or their home in the United States, the Company will pay the rental fee for up to the limit established in the preceding paragraph. If at the time of an accident the number of occupants exceeds the manufacturers maximum authorized passenger capacity for the vehicle, the liability limit for the aforementioned coverage per person will be proportionally reduced.

CLAUSE 5. EXPENSES DUE TO BREAKDOWN, THEFT OR TOTAL LOSS OF THE VEHICLE

The Company will cover the beneficiary's hotel expenses in the event of the breakdown, theft or total loss of the insured vehicle within the Mexican Republic. Such expenses are limited to the equivalent \$50.00US per day and a maximum \$150.00US per loss. Further in case of breakdown, the maximum limit for towing and hotel expense combined is \$350.00US. This benefit is limited to one loss during the policy period, which may be reinstated with the consent of the company for additional premium.

GENERAL CONDITIONS OF THIS POLICY

- a) This policy or any interest in it may not be transferred or assigned without our written consent. If the policy or any interest in it is assigned to any person or entity without our written consent, the policy will be void and shall be of no force or effect.
- b) Vehicles that are over fifteen years old at the time of the accident are excluded from any and all coverage under this policy.
- c) Under all Sections of the policy, without prejudice to each and every other exclusion as stated herein, loss or damage that does that not exceed the amount of the applicable deductible is not covered.
- d) Damage sustained or caused by the vehicle as a consequence of using the vehicle for other than the private transport of passengers is excluded. Any benefits which must be paid by the Insured due to accidents sustained by the occupants of the vehicle, in connection with civil or criminal liability or other liability with respect to professional or occupational risks is excluded.
- e) Civil Liability for damages claimed by a person as a result of bodily injury or death suffered by another person, including but not limited to claims of loss of consortium, pain and suffering, and/or claims of emotional distress are not covered.

- f) Civil Liability for death or bodily injury sustained by the driver of the insured vehicle or any other occupant thereof, except for medical expenses are not covered in this policy.
- g) This policy does not provide uninsured motorist coverage.
- h) NO STATEMENT SHALL BE MADE, NOR ANY GUARANTEE OR ANY NOTIFICATION GIVEN BY ANY PERSON TO THE INSURED, OR BUYER, OR TO ANY OTHER PERSON WITH REFERENCE TO THE VALIDITY OF THIS POLICY OR ITS TERMS, IN ANY LEGAL JURISDICTION OTHER THAN MEXICO, OR WITH REFERENCE TO THE APPLICATION OF ANY LAW OR PROCESS IN MEXICO, OR FOR ONE OR ANY ACCIDENT COVERED BY THIS POLICY, OR ANY ACTION OR PROCESS THAT AFFECTS THIS POLICY. NO STATEMENT SHALL BE MADE NOR ANY GUARANTEE OR ANY NOTIFICATION GIVEN THAT THIS POLICY OFFERS PROTECTIONS TO THE INSURED OR TO ANY OTHER PERSON AGAINST THE PUNITIVE ACTIONS TAKEN BY ANY LEGAL AUTHORITY IN MEXICO. FURTHERMORE, THE OBLIGATIONS OF THE COMPANY STIPULATED IN THIS POLICY SHALL BECOME AUTOMATICALLY NULL AND VOID IF THE INSURED OR ANY OF HIS/HER REPRESENTATIVES ENTER INTO ANY ORAL OR WRITTEN AGREEMENT WITH THE PERSONS INVOLVED IN ANY ACCIDENT WITHOUT THE COMPANY'S WRITTEN CONSENT.
- i) This policy applies only to civil liability and does not cover penal or punitive damage liability.
- j) Any loss, sanction, expense, fine, ticket, indirect damage or obligation other than the repair of the material damage sustained or payable by the policyholder and/or any occupant of the vehicle, including the loss of use of the vehicle is excluded.

CLAUSE 6. EXCLUSIONS WITH RESPECT TO VEHICULAR ASSISTANCE AND LEGAL ASSISTANCE BENEFITS:

- 1. If the beneficiary leaves the scene of the accident.
- 2. If the beneficiary fails to appear before the competent authorities when required to do so.
- 3. When the user of the insured vehicle does not identify him/herself properly as driver and/or owner of the vehicle.
- 4. If the insured vehicle is in the Republic of Mexico illegally.
- 5. When the driver and/or owner of the authorized vehicle is not at the place where the accident or injury occurred.
- 6. If the insured does not promptly submit information or documentation related to the traffic mishap requested by the company or competent authorities.
- 7. Vehicles with any type of mechanical or body modification, whose modification was not performed by or authorized by the manufacturer, if the modification is the direct cause of the accident or breakdown of the authorized vehicle.
- 8. Improper maintenance, revision, or repairs made to the vehicle by the user or any other party, if these have a direct influence in the accident or breakdown of the authorized vehicle.
- 9. Payments in the form of any gifts, gratuities, gratifications and/or the cost of copies or any other unauthorized item not contemplated in these particular conditions.

CLAUSE 7. EXCLUSIONS IN NO EVENT SHALL THIS INSURANCE COVER

- 1. DAMAGE SUSTAINED BY THE INSURED VEHICLE DUE TO ACTS OF VANDALISM.
- 2. DAMAGE SUSTAINED OR CAUSED BY THE INSURED VEHICLE IF THE VEHICLE IS BEING DRIVEN BY A PERSON WHO DOES NOT HAVE A VALID DRIVER'S LICENSE (OR WHOSE DRIVER'S LICENSE HAS BEEN SUSPENDED), ISSUED BY THE PROPER LEGAL AUTHORITIES FOR THE TYPE OF VEHICLE IN QUESTION, UNLESS THE CAUSE OF THE ACCIDENT IS NOT DUE TO ANY BLAME, CARELESSNESS OR GROSS NEGLIGENCE ON THE PART OF THE DRIVER. A LEARNERS PERMIT IS NOT A VALID DRIVERS LICENSE.
- 3. LIABILITY ARISING FROM INTENTIONAL CRIMINAL ACTS.
- 4. Any liability resulting from intentional conduct or action attributable to the insured or the driver of the vehicle.
- 5. IF THE VEHICLE IS IN THE REPUBLIC OF MEXICO ILLEGALLY.
- 6. DAMAGES SUSTAINED TO OR CAUSED BY THE INSURED VEHICLE WHEN BEING DRIVEN BY A PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS DUE TO ILLNESS OR PATHOLOGICAL CONDITIONS ARISING FROM THE VOLUNTARY CONSUMPTION OF ALCOHOL, DRUGS, TOXIC SUBSTANCES, NARCOTICS OR MEDICATION WITHOUT A MEDICAL PRESCRIPTION. COVERAGE IS NOT GRANTED WITH RESPECT TO ASSISTANCE AND/OR EXPENSES ARISING FROM MENTAL ILLNESS.
- 7. WITHOUT PREJUDICE TO EACH AND EVERY OTHER EXCLUSION AS STATED HEREIN, IF A CLAIM PRESENTED BY THE INSURED IS DETERMINED BY THE COMPANY TO BE ERRONEOUS, FRAUDULENT, DECEPTIVE, IN BAD FAITH, OR INTENDED TO CAUSE THE COMPANY TO MAKE PAYMENT IN ERROR OR UNDER FALSE PRETENSE, THE INSURED SHALL FORFEIT ALL RIGHTS TO INDEMNIFICATION UNDER ALL SECTIONS OF THIS POLICY.
- 8. When the user of the insured vehicle does not identify him/herself properly as driver and/or owner of the vehicle.
- 9. Damage sustained or caused by the insured vehicle if the vehicle is being used without the explicit or implicit consent of the owner or the policyholder.
- 10. Any property inside the insured vehicle, including property that is in the custody or control of the insured or in the custody or control of the Insured's employees or representatives, or property owned by the Insured's employees, agents or representatives.
- 11. LOSS OR DAMAGE SUSTAINED OR CAUSED IN THE OPERATION OF THE INSURED VEHICLE OFF CONVENTIONAL ROADS OR ON ROADS NOT IN GOOD DRIVING CONDITION. THIS INCLUDES BUT IS NOT LIMITED TO PATHWAYS, WOODLAND TRAILS, AND ON OR ADJACENT TO BEACHES.
- 12. LOSS OR DAMAGE SUSTAINED OR CAUSED IN THE COURSE OF PARTICIPATION BY THE VEHICLE IN A RACE OR ANY OTHER CONTEST OF SPEED OR RESISTANCE, EITHER AS A VEHICLE COMPETING IN SUCH COMPETITION, OR BY A VEHICLE PROVIDING SUPPORT TO A VEHICLE THAT IS COMPETING IN ANY OFF-ROAD RACE SUCH AS BUT NOT LIMITED TO THE BAJA 1000, 500, 250, ETC.

- 13. DAMAGE SUSTAINED OR CAUSED BY THE INSURED VEHICLE WHILE DIRECTLY OR INDIRECTLY PARTICIPATING IN ANY FORM OF SPORT, OR ACTIVITY SUCH AS BUT NOT LIMITED TO RACING, SAFETY, RESISTANCE, SPEED TESTS, ORIENTEERING OR ANY OTHER PROFESSIONAL OR AMATEUR CONTEST.
- 14. Theft of parts or accessories, unless as a direct consequence of the total theft of the insured vehicle.
- 15. The Insured's civil liability as a consequence of damage caused by the vehicle's cargo, or during loading and unloading operations.
- 16. The breakdown, mechanical failure or lack of resistance of any part or accessory on the vehicle as a consequence of use, unless caused by one of the insured risks.
- 17. Damage sustained or caused by the insured vehicle if the vehicles being driven by a person who is under 21 years of age and is not identified as such prior to binding coverage on the application.
- 18. Injuries and damage to a driver of the insured vehicle when the vehicle is used for suicide or any attempt thereof, or voluntary mutilation, even when the driver is in a state of mental derangement. Any event, accident or illness occurring because the driver and/or the insured failed to take prescribed medications required for the safe operation of a motor vehicle by the user's family or physician.
- 19. Loss or damage sustained by the insured vehicle as the result of throwing a rod or due to the lack or loss of oil in the motor, transmission, gear box, steering mechanism or other similar devices, or due to the loss of water or coolant in the radiator.
- 20. DAMAGES SUSTAINED TO OR CAUSED BY THE INSURED VEHICLE WHEN IT IS BEING USED TO TOW VEHICLES, TRAILERS OR BOATS UNLESS THE TOWED VEHICLE, TRAILER, OR BOAT IS SPECIFICALLY DESCRIBED ON THE DECLARATION PAGE OF THE POLICY AND THE CORRESPONDING PREMIUMS ARE PAID.
- 21. Loss or damage caused by theft, if the theft is committed by any person listed as being an Insured in the policy schedule or if such theft is committed by a member of the Insured's family or household, or if such theft has its origin in or is a consequence of any type of commercial transaction, contract or agreement relating to the sale, lease, credit or financing of the insured vehicle.
- 22. If the beneficiary is not identified as being the authorized user, owner of the insured vehicle and/or his representative is not found at the referred location.
- 23. Any direct loss incurred by the Insured or any occupants of the vehicle plus any expenses resulting from said loss, including but not limited to lodging, meals, transportation, telephone calls, automobile rental, or the loss of use of the insured vehicle, or other similar expenses, unless specifically provided in this policy.
- 24. ANY LOSS OR DAMAGE CAUSED BY THE NORMAL ACTION OF TIDE, EVEN WHEN FLOODING OCCURS, AS A CONSEQUENCE OF THE INSURED VEHICLE BEING EXPOSED TO THE TIDE.
- 25. Damage sustained or caused by the insured vehicle due to overloading or being subjected to excessive traction, based on the vehicles capacity or resistance. Nor shall the Company be liable for damage caused to viaducts, bridges, weigh stations or any public road or underground objects or installations, whether due to vibration or the weight of the vehicle or its cargo.
- 26. Damages sustained or caused by the insured vehicle when it is being used for the purpose of driving instruction or teaching.
- 27. Any act of terrorism defined as use of force, violence and/or menace by any person or people, made by themselves or in accordance with any organization(s), for political, religious, ideological, or similar reasons in order to create terror in people or in a segment of population. Use of explosives, toxic substances, weapons, fire, flood or any other violent way against people, property, services provided by government that causes terror in people or in a segment of population in order to perturb the public peace, weaken the legally constituted authorities or force them to take a determination. Loss or damage, costs or expenses of any kind as consequence of any measure took in order to control, prevent, eliminate, confront a terrorist act are excluded. Actions carried out by the armed forces or security forces or agencies, even though such events occur in time of peace are also excluded.
- 28. Damages suffered by the insured vehicle caused by operating it with an insufficient amount of or loss of oil in any component, or loss of water, or resulting from improper maintenance. Improper maintenance, revision, or repairs made to the vehicle by the user or any other party, if these have a direct influence in the accident of the authorized vehicle.

CLAUSE 8. TRAILERS AND BOATS

Trailers and boats shall be insured only if they are expressly identified and described on the face sheet of this policy, designating the characteristics of same, the insured amount, and the corresponding premium. BOATS OR TRAILERS ARE NOT SPECIFICALLY DESCRIBED ON THE DECLARATION PAGE OF THE POLICY ARE NOT COVERED BY THIS POLICY.

For the purposes hereof, trailers shall be construed to mean a boat trailer, camping trailer, utility trailer, house trailer excluding household articles and personal belongings contained therein; boat shall be construed to mean the vessel specified on the face sheet of the policy and the platform or trailer on which it is transported, as a single unit.

This policy does not cover commercial or business use of boats or trailers.

A trailer is covered under the same risks and duration contracted in the policy for the motor vehicle pulling it, even though the trailer may be unhitched from the motor vehicle or parked.

A covered boat shall only be covered while on the platform or trailer on which it is mounted and attached to the motor vehicle for the same risks and for the duration contracted in the policy for the motor vehicle pulling it. The Company's responsibility ceases the moment the boat and its trailer are separated from the towing vehicle. This insurance will not cover damages suffered or caused by the boat during the loading or unloading from its trailer or platform.

Trailers and boats are subject to the deductible applicable under sections 1 and 2 of this policy.

This insurance shall not cover Civil Liability (Sections 3 & 4) or Medical Expenses (Section 5) sustained due to a trailer or boat.

The limit of liability under Section 3 of this policy shall not be increased by virtue of the inclusion under this policy of trailers or boats.

a. TRAILERS

Civil Liability (Section 3) applies only when the trailer is attached to the tow vehicle.

Physical Damage coverage (Sections 1 & 2) applies to trailers whether or not the trailer is attached to the tow vehicle. Coverage is excluded for any vehicle pulling more than one trailer.

b. BOATS

Physical Damage (Sections 1 & 2) and Civil Liability (Section 3) applies only while the boat is loaded on it's trailer and the trailer is attached to the tow vehicle.

THERE IS NO COVERAGE FOR A BOAT WHEN THE BOAT IS IN THE WATER, OR SEPARATED FROM THE INSURED TOWING VEHICLE OR DURING LOADING AND UNLOADING.

CLAUSE 9. PRECAUTIONS IN THE EVENT OF LOSS

Upon the occurrence of an accident or loss, the Insured shall take all precautions available under the circumstance to prevent further damages; the Insured shall not abandon the insured vehicle unless required to do so by cause beyond his/her reasonable control. Noncompliance with the foregoing shall result in the reduction of the amount payable under this policy to the amount which would have been payable had the Insured complied with such obligation.

CLAUSE 10. DUTIES IN CASE OF AN ACCIDENT

- a) Upon the occurrence of an accident or loss covered hereunder, the Insured is obligated to immediately notify the Company as soon as he is made aware of same except in the case when such notification is rendered impossible by reasons beyond the reasonable control of the Insured, in which case he still must notify the Company as soon as the circumstances allow and, prior to leaving the Mexican Republic. Noncompliance with the foregoing shall result in the reduction of the amount payable under this policy to the amount which would have been payable had the Company been promptly advised of the occurrence.
- b) Once the Insured has given the Company notice of the occurrence, the Company shall make an appraisal and commence adjustment of damages within 72 hours from the time it has been released from the authorities and the Insured has placed the vehicle at the disposal of the Company.
- c) In the event the Company does not commence adjustment of damages within 72 hours as provided above, the Insured shall have the right to proceed with reasonable repair to the vehicle and shall have the right to demand payment for said repairs from the Company pursuant to the terms of the policy. Except as indicated in the preceding paragraph, the Company shall not be liable for any damage sustained by the vehicle if the repairs are made before the Company has had the opportunity to appraise the damage.
- d) Upon making the adjustment and acceptance of its liability, the Company shall pay the Insured the amount of the damages. The cost with respect to labor and spare parts required to repair the vehicle shall not, under any circumstances, be higher than the cost for such items in Mexico.
- e) Unless the Company has not commenced the adjustment within the period of 72 hours as provided in paragraph b) of this clause, the Company shall not be liable for the damages suffered or caused by the vehicle if repairs to such were initiated without the previous written consent of the Company, as such would prevent the Company from knowing the extent of the loss and the facts and circumstances which caused of influenced the occurrence.
- f) In the event of theft or any other criminal act which may give rise to coverage under the provision of this policy, the Insured shall immediately advise the proper authorities and shall cooperate with the Company in order to recover the vehicle or the amount of damages suffered. In the event of theft or other criminal act, which may be covered under this policy, the Company shall either be liable or shall reject liability within 30 days following the date on which necessary documentation regarding such event has been received.
- g) The policyholder is under the obligation, at the cost and expense of the company, to present him/herself before the competent authorities as many times as required or summoned. If requested by the company, the Insured shall provide to the Company a power of attorney in favor of the Company or its appointee, who on behalf of the Insured shall conduct all proceedings for the settlement of any claim or shall conduct for the Company orfor the Insured any action on any claim against a third party. The Company shall have the right to conduct the proceedings and to make any settlement of any claims, without the consent of the Insured and the Insured shall furnish all necessary information or assistance. If the insured and/or the driver, having purchased the coverage for guaranteed bail bond, returns to his/her place of origin without cooperating with the company by complying with the obligation to appear personally in response to citations or a subpoena issued by the authorities during a legal action brought against him/her by reason of a covered accident, all of the coverage of the policy shall become automatically null and void, terminating at that moment any obligation on the part of the company.

- h) In the event of a loss which is insured under the terms of Section 1, Material Damage, or Section 2, Total Theft, the Company will be liable for the operations and expenses required to establish conditions so that the insured vehicle can be transported. IF THE POLICYHOLDER DECIDES TO TRANSPORT THE VEHICLE TO A LOCATION OTHER THAN THAT SELECTED BY THE COMPANY, THE COMPANY SHALL ONLY BE LIABLE FOR UP TO AN AMOUNT EQUAL TO THE EQUIVALENT OF \$100.00US IN MEXICAN PESOS.
- i) Any assistance rendered to the Insured or the third parties by the Company or by its representatives shall not be construed as an acceptance of liability by the Company.
- j) In the event of total loss or total theft of the insured vehicle, the Company shall have the option of replacing the vehicle to the satisfaction of the Insured or of effecting a cash settlement for the actual cash value on the vehicle, on the date of the loss, not exceeding the insured amount in force. Upon payment as provided, the Company shall have no other obligation. This insurance policy will then be automatically terminated and the Insured shall surrender the policy to the Company.
- k) In the event the vehicle suffers damage, the repair of which requires replacement of parts not readily available in the market, the obligation of the Company shall be to pay the Insured the reasonable current list price of such parts as published by automobile dealerships, plus reasonable labor costs for the installation of such parts, as mutually agreed upon by the Company and the Insured, or lacking such an agreement, to be determined by a recognized specialist.
- I) Please promptly notify the Company's attorneys and competent authorities of any change in residence or domicile.

CLAUSE 11. OBLIGATION TO NOTIFY THE COMPANY WITH RESPECT TO THE EXISTENCE OF OTHER INSURANCE:>

The Policyholder will be under the obligation to immediately provide written notification to the Company with respect to the existence of any other insurance policies taken out with any other company and which cover the same risk, and interest, including the name of all such other insurance companies, the coverages that have been contracted and the corresponding liability limits pursuant to section 100 of the General Law of Insurance Institutions.

In the event of the existence of other insurance covering the same insurable interests of the Insured in the same accident or loss, each insurance company will pay a proportionate share of a claim, based on the corresponding limits of coverage provided by each insurance companies ´ policy.

If the Insured intentionally fails to provide the aforementioned notification or takes out other insurance policies in order to obtain an illicit gain, the Company shall be released from its obligations hereunder.

CLAUSE 12. NOTIFICATION TO AUTHORITIES.

The Policyholder must file a complaint before the competent authorities as soon as they become aware of an event involving theft or any other criminal act that may give rise to a claim under the terms of this policy. The Policyholder must cooperate with the Company in connection with the recovery of the vehicle or the amount of the damage sustained. In the event the Policyholder unjustifiably fails to comply with the foregoing, the Policyholder will be liable to the Company for the damages and loss caused thereby.

In addition to the foregoing, the Insured will be under the obligation to:

Notify the Company as soon as they become aware of any claims or suits received by the Policyholder or their representatives and must forward to the Company all such documents or copies thereof.

The failure on the part of the Policyholder to comply with this requirement in a timely manner shall release the Company from their obligation to pay an indemnity under the terms of the coverage affected by the loss.

The Company shall not be bound by the acknowledgment of any debt, transaction or any other legal acts of a similar nature, made or agreed to without the Company's consent. The recognition of a material circumstance shall not be interpreted as being a recognition of liability.

CLAUSE 13. LIMIT OF LIABILITY

It is the Insured's responsibility to establish the amounts insured under each coverage and these amounts shall constitute the insurer's maximum limit of liability. But, it is expressly clarified here that the insured amounts pertaining to Sections 1 and 2 & 3 shall be subject to the following criteria at the time of indemnity:

a) An insured amount lower than the actual cash value of the vehicle, including all additional accessories, adaptations and improvements which may have been installed thereon at the time of the accident:

Shall be liquidated proportionately, pursuant to article 92 of the general law of Insurance and Bail Bonding Institutions.

b) Insured amounts higher than the actual cash value of the vehicle, including all accessories, adaptations and improvements, which may have been installed thereon at the time of the accident.

Shall be adjusted to the actual cash value, and this latter value shall be paid without taking into consideration the remainder of the insured amount.

Any vehicle that has a salvage title or has previously been used as a taxi or livery vehicle shall be subject to a 25% minimum reduction in assessed value, using the actual cash value of a similar normal vehicle as a base. It is the exclusive obligation of the insured to identify vehicles with salvage titles or vehicles previously used as taxis upon purchasing the policy.

c) The value of the insured vehicle will be calculated using the "Kelly Blue Book, Auto Market Report" published by Kelly Blue Book Co., California, U.S.A., and/or N.A.D.A. (Official Older Used Car Guide), and/or an adjuster's survey of vehicles available at local dealerships, in effect on the date of the loss. However, the Company's maximum liability shall never exceed the maximum sum insured agreed upon under the terms of this policy.

Neither the involvement by the Company in the appraisal or any assistance rendered by the Company or their representatives to the Policyholder or any third party shall be interpreted as being an acceptance of liability on the part of the Company with respect to the loss

CLAUSE 14. GEOGRAPHICAL LIMITS AND LANGUAGE

The coverages granted under the terms of this policy will be valid only with respect to accidents occurring within the territorial limits of Mexico. All damages are to be adjudicated in accordance with applicable Mexican Civil Liability law and within the Republic of Mexico.

With respect to the interpretation of the policy conditions, the Spanish-language version of this policy will take precedence. The English version is provided as a courtesy.

CLAUSE 15. SALVAGE

If the Company pays the insured value of the vehicle on the date of the loss or replaces the property with other property of a similar kind, The Company reserves the right to take possession of the salvage and any recovery in the corresponding proportion, with the exception of special equipment that is not insured. In view of the fact that part for which the Insured is liable corresponds to the deductible, the amount of any salvage and/or recovery shall first be applied to the payment made by the Company and the remnant, if any, shall be paid to the Insured. To this end, the Company will be under the obligation to provide written notification to the Insured with respect to any recovery to which the Insured may be entitled.

CLAUSE 16. JURISDICTION AND ADMINISTRATIVE ADJUDICATION'S OF DISPUTES

In the event of controversy, the plaintiff must first present a complaint before the Mexican National Commission to which reference is made in the Law for the Protection and Defense of Financial Service Users, as published in the D.O.F. on 18 January 1999, at the Commission's central offices or at any one of its regional offices, in accordance with the terms set out in Article 135 of the General Law on Stock and Mutual Insurance Companies, and in accordance with transitory Article 3 of the first law to which reference is made above. Should the Commission not be designated to serve as the arbiter in the dispute, the plaintiff may file suit before the competent courts having jurisdiction over the Company's domicile.

In case of disagreement between the Insured and the Company as to the amount of any loss or damage, the case shall be submitted to the judgment of an arbitrator appointed in writing by both parties. If no agreement is reached as to the appointment of a single arbitrator, the case shall be submitted to the judgment of two; one appointment by each party, within one month from the time of written request from the other to do so. The arbitrators shall appoint an umpire to act in case of disagreement, prior to taking up their duties.

If one of the parties should refuse or fail to appoint its arbitrator when requested by the other, or if the arbitrators fail to agree on the appointment of the umpire, the Mexican Judicial Authority upon request of either of the parties, shall appoint the arbitrator or umpire, or both, if necessary. However, the Mexican Insurance and Bail Bond Institutions Commission may appoint the arbitrator or umpire, as the case may be, if both parties so desire.

Death or dissolution of the parties during the arbitration shall not annul or affect the powers or arbitrations of the arbitrator, or as the case may be, of both arbitrators or the umpire, respectively, or if either of the arbitrators or the umpire shall die before judgment is rendered, a new arbitrator or umpire shall be appointed (by parties, by the Mexican Judicial Authority, or by the Mexican Insurance and Bail Bond Institutions Commission, as the case may be) in substitution.

The expense and costs of the arbitration shall be borne in equal parts by the Company and the Insured. However, each party shall pay the fees of its arbitrator. The arbitration mentioned in this Clause does not imply acceptance of the claim by the Company. It merely determines the amount of the indemnity, which the Company may eventually be obligated to pay, and the parties remain free to execute any actions and oppose the corresponding exceptions.

CLAUSE 17. REDUCTION AND REINSTATEMENT OF INSURED AMOUNT

All payments by the Company shall reduce the insured amount by the same sum. Said insurance may be reinstated at the discretion of the Company upon the request of the Insured and by payment of the additional premium. Such reductions and reinstatements shall be applicable to each section of the policy so affected.

CLAUSE 18. PREMIUM PAYMENT AND PRIOR TERMINATION OF THE CONTRACT

The premium comes due and must be validly paid at the time the policy is issued. The premium shall be paid against a premium receipt issued by the Company or a seal verifying payment. Further the premium must be paid at the Company's offices or, alternatively, payment must be made to an authorized representative of the Company, at which time the corresponding receipt will be issued.

a) POLICY PERIOD

The policy period for each policy is specified on the face sheet. It is the insured's responsibility to accurately establish and declare the correct number of days, dates, and the appropriate time zone that the insured vehicle will be at risk in Mexico. In the event of a loss, the Company will not be liable if it is demonstrated that the claim occurred outside of the number of days or dates, or the claim occurred in the wrong time zone established and declared by the insured.

Notwithstanding the term of this policy as specified on the face page, the party agree that either party may terminate the policy before the expiration date. The premium for six month and annual policies is fully earned 25 days after the effective date of the policy. No refund will be given on six month or annual policies after they have been in force for 25 days or longer. Return Premium for cancellation of six month and annual policies during their first 24 days will be determined by using the published daily rate multiplied by the number of days the insurance was in effect.

If the Company cancels the policy, the Company will provide written notification to the Insured and the cancellation will take effect 15 days after the notification has been received. The Company will return the unearned portion of the premium corresponding to the time remaining on the original policy. The minimum earned premium for any policy is \$30. Return premium for cancellation of all policies will be calculated by determining the published daily rate as authorized by the Department of Insurance multiplied by the number of days the insurance was in effect. The premium for 6 month and annual policies is fully earned 20 days after the effective date of the policy. No refund will be given on 6 month or annual policies after they have been in force for 20 days or longer.

In the event of a request to cancel a policy for which a pending claim has been reported or a claim has been paid, the policy premium is fully earned, and no part of it will be returned.

In the event of cancellation of the policy for which a claim has been paid, or for which a claim is pending, the premium is fully earned and no part of it will be returned.

CLAUSE 19. STATUTE OF LIMITATIONS AND ACCEPTANCE OF THE CONTRACT

All actions arising under the terms of this insurance contract are subject to a two-year statute of limitations, with said time period running, in accordance with the terms set out in Article 81 of the Law of Insurance Contracts, as of the date of the event giving rise to the action, with the exception of those cases to which reference is made in Article 82 of the same Law.

The running of the statute of limitations will be interrupted not only due to normal causes, but also upon the appointment of an expert or the initiation of the proceedings to which reference is made in Article 135 of the General Law on Stock and Mutual Insurance Companies.

If the wording of the policy or its modifications are not in accordance with the offer, the insured may request the corresponding corrections within 30 days following the day which the policy was received, per article 25 of the law on insurance contracts. After this period has elapsed, the stipulations and modifications in the policy will be considered as accepted.

LEGAL ASSISTANCE BENEFITS.

Under the terms of this benefit, the policy to which this endorsement is attached will be extended to cover:

CLAUSE 20. TRAVELERS ASSISTANCE BENEFITS:

A. TOURIST INFORMATION As a service to our insureds, you will have access, 24 hours a day, 365 days a year, to a bilingual telephone "hot-line" so as to obtain tourist information with respect to Mexican hotels, weather conditions, highway conditions, procedures and requirements relating to passports, visas, vaccinations, customs, exchange rates, prices and the locations of toll booths on the main highways through Mexico, gas stations, etc. The Company does not assume any liability with respect to the quality or the results of the services offered by the service providers. All the services requested by the beneficiaries will be for their own account and risk.

B. ASSISTANCE IN EVENT OF LOSS OF PASSPORT

A representative of the Company shall notify the appropriate authorities of the loss of the passport, and shall furnish the Insured and/or the driver with the necessary instructions for obtaining its replacement.

C. ASSISTANCE FOR EMERGENCY TRIPS

This service functions 24 hours a day for making emergency airline and hotel reservations, or to handle payment of travel tickets by means of your credit card.

D. TRANSFER AND ADVANCES OF MONEY FOR EMERGENCIES

In the event that the Insured and/or the driver should need extra money, the Company shall help in handling arrangements for the advance or transfer of cash from any part of the world.

E. EMERGENCY MESSAGE SERVICE

The Company will transmit, at no charge to the beneficiary, emergency messages relating to any event insured under the terms of this coverage, to the family designated for this purpose by the beneficiary. The Company will not, under any circumstances, be liable for the contents of the transmitted information.

THE COMPANY DOES NOT ASSUME ANY LIABILITY WITH RESPECT TO THE QUALITY OR THE RESULTS OF ANY OF THE SERVICES OFFERED BY THE SERVICE PROVIDERS. ALL SERVICES REQUESTED BY THE BENEFICIARIES WILL BE FOR THEIR OWN ACCOUNT AND RISK, DESPITE THE FACT THAT THE COMPANY MAY PROVIDE ASSISTANCE IN COORDINATING THE SERVICES.

No reimbursement will be paid with respect to services arranged by the Policyholder without the prior consent of the Company, unless it can be shown that it was impossible to contact the Company or the designated Assistance Services, in which case the Policyholder must present evidence in this regard.

At the time the Company makes payment on any of the indemnities to which reference is made in this coverage, the Policyholder must transfer their rights against any third parties and will be under the obligation to turn over all the documents required to exercise such rights.

The Company will make the payments and indemnities to which reference is made in this policy, provided that such payment does not result in a profit for the Policyholder.

The attached policy for auto insurance coverage in Mexico is issued in California by an insurance company in the Republic of Mexico. It is important that our clients understand the policy is not regulated by any US Government Agency. We want to assure you that the companies we use are the most reputable Insurance Companies in Mexico.

Arizona Statute A. R. S. 20-422 (c) requires that you be given the following notice:

"This policy is issued by an insurance company that is not regulated by the Arizona Department of Insurance. The insurance company may not provide claims service and may not be subject to service of process in Arizona. If the insurance company becomes insolvent, insureds or claimants will not be eligible for protection under Arizona law."